

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF TENNESSEE  
WESTERN DIVISION**

---

**J.T. SHANNON LUMBER COMPANY, INC.,**

**Plaintiff/Counter-Defendant,**

**v.**

**No. 2:07-cv-02847-JPM-tmp**

**RICHARD BARRETT,**

**Defendant/Counter-Plaintiff.**

---

**J.T. SHANNON LUMBER COMPANY INC.'S SPECIAL JURY INSTRUCTION  
SUBMITTED AUGUST 24, 2010**

---

Nominal Damages Jury Instruction

If you find that Barrett breached his Employment Contract with J.T. Shannon then nominal damages are presumed. The purpose of nominal damages is to recognize a legal right. Where there is a breach of contract, but even when no actual damages have been proven, Shannon is entitled to nominal damages.

*Bradford & Carson v. Montgomery Furniture Co.*, 92 S.W. 1104 (1906); *Morristown Lincoln-Mercury, Inc. v. Roy N. Lotspeich Publishing Co.*, 298 S.W.2d 788 (1956); *Womack v. Ward*, 186 S.W.2d 619 (Tenn. Ct. App. 1944).

Respectfully submitted,

**GLANKLER BROWN, PLLC**

By: /s/Oscar C. Carr, III

Oscar C. Carr, III (#4779)

Mark C. Hill (#27740)

Oscar C. Carr, IV (#26232)

1700 One Commerce Square

Memphis, Tennessee 38103  
(901) 525-1322 Telephone  
(901) 525-2389 Facsimile  
Emails:           ocarr@glankler.com  
                      mhill@glankler.com  
                      ocarriv@glankler.com

*Attorneys for J.T. Shannon Lumber  
Company, Inc.*

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing has been served upon the following counsel of record, via the Court's electronic filing system, on this the 24<sup>th</sup> day of August, 2010:

John Wade Simmons  
Paul E. Prather  
Brenda R. Nelson  
Nicole H. Bermel  
KIESEWETTER, WISE, KAPLAN & PRATHER, PLC  
Suite 3000  
3725 Champion Hills Drive  
Memphis, Tennessee 38125

Lucian T. Pera  
Brian S. Faughnan  
ADAMS & REESE, LLP  
Brinkley Plaza, Suite 700  
80 Monroe Avenue  
Memphis, Tennessee 38103

/s/Oscar C. Carr, III

\